

**IN THE DRAWINGS:**

Applicants have amended Figure 1 in the drawings as set forth in the attached drawing amendment.

## **REMARKS**

### **Remarks About the Restriction Requirement:**

Applicants gratefully acknowledge the Examiner's reinstatement of claims 11 and 16. Applicants have designated those claims as "previously presented," and respectfully request that the Examiner notify Applicants if another designation is deemed more appropriate.

Applicants respectfully disagree with the Examiner's continued withdrawal of claim 15, as that claim is clearly readable on the elected Species of FIGS. 18 and 19. Indeed, the chassis shown in FIGS. 18 and 19 comprises a top sheet 430 and extensible outer cover 434 (claim 15). As referenced by the Examiner, Applicants expressly disclose that the embodiment shown in FIGS. 18 and 19 includes a "top sheet" and an "extensible cover 434" (Office Action at 2, para. 2, see Specification at page 18, lines 20-28) (see claim 15). Therefore, Applicants do not understand the Examiner's continued restriction of claim 15.

With respect to claim 14, Applicants have amended the claim to specify that the absorbent material is not "directly" attached to the cover sheet, which clearly reads on the Species of FIGS. 18 and 19.

### **Remarks About Objections, Drawing Amendments and 35 USC 112(2):**

1. Applicants respectfully disagree with the assertion that none of the sheets of "replacement drawings" filed August 9, 2004 and December 6, 2004 were labeled as "replacement sheets." Indeed, a review of the undersigned attorney's file, as well as a review of the drawings shown on the Image File Wrapper show that the drawings were properly labeled as "replacement sheets."
2. Applicants are not required to submit the entire section, i.e., all drawings, when less than the total number of sheets is being amended. Rather, Applicants are required only to supply the amended sheet(s). See 37 CFR 1.121(d). Applicants could not find any support for the

Examiner's position that the entire set must be submitted. Indeed, it may be confusing where drawings that are not amended are submitted as replacement sheets. Accordingly, the drawings were properly submitted and should be entered. Nonetheless, in order to expedite the prosecution, Applicants have submitted herewith a complete set of drawings pursuant to the Examiner's request.

3. Although reference numbers 90 and 70 properly refer to the referenced components in Figure 1, and the Examiner has only stated that the drawings would be in "better form" if modified, Applicants have moved the end of the lead lines for the lower set of those reference numbers to expedite the prosecution of this application. As far as Applicants can discern, this is the only new "objection" raised in the outstanding Office Action, with all of the other objections being addressed in prior submissions, but with those submissions apparently not being entered on the basis of this new "objection."
4. The Examiner has again objected to Figure 3, stating that reference number 86 does not denote the bodyside surface of the absorbent material exposed to the body of the user. Applicants respectfully disagree. Reference number 86 properly refers to the bodyside surface of the absorbent material 44, with that surface being exposed to the user through the opening 64 (see, e.g., Specification at 14, lines 6-12).
5. The Examiner has objected to Figure 8, stating that the lines from reference numbers 52 and 54 should be solid. Applicants made that amendment in the drawings submitted August 9, 2004 and December 6, 2004, which amendments apparently have not been entered. Applicants have once again submitted those drawings for consideration.
6. As explained in Applicants' amendment filed August 9, 2004, Applicants defined "inner" and "outer" as generally corresponding to a bodyside and garment side respectively (Specification at 7). However,

the specification further clarifies the meaning of those terms when modifying the term “surface,” especially when directed to flat components that are folded – a single *surface* cannot be both inner and outer. Indeed, as made clear in the specification at page 19, lines 22-27, the “inner” *surface* 84 of each of the folds 46 of the cover sheet 42 lies adjacent the absorbent material, even though portions of the inner surface face away from the body of the user (when unfolded, the *surface* 84 of the cover sheet faces the body of the user – consistent with the specification at 7). Indeed, using the Examiner’s definition, a surface could switch from inner to outer as portions of the absorbent garment swells during use and the bonds are broken. Accordingly, Applicants submit that claims 1 and 32 were clear and definite.

7. Nonetheless, in order to expedite the prosecution, Applicants have amended claims 1 and 32 and cancelled claims 53 and 54. Claims 1 and 32 (or any other claim), as presently written, do not refer to an “outer” surface, but rather first and second opposed surfaces, with the second surface disposed adjacent the absorbent material. As previously asserted, claims 53 and 54 were fully supported by the specification including the drawings, and the Examiner has not stated otherwise. Accordingly, as best understood by Applicants, the only term remaining in the claims that the Examiner asserts is indefinite is a “garment side surface” of the chassis. Applicants agree with the Examiner’s interpretation of that term. Accordingly, there do not appear to be any further issues with respect to indefiniteness, and Applicants respectfully request that the noted rejections be withdrawn.

For all of these reasons, Applicants respectfully request approval of the above amendments and the enclosed Drawing Amendment filed herewith.

**Remarks About the Rejections Over Houghton:**

In the Office Action mailed March 9, 2005, the Examiner rejected the pending claims as being anticipated by U.S. Patent No. 4,781,711 to Houghton.<sup>1</sup> After a careful review of the outstanding Office Action and the cited references, Applicants respectfully request reconsideration of the application in view of the following remarks. In particular, the Examiner's rejections should be withdrawn because Houghton does not disclose or suggest all of the recitations of the pending claims, inherently or otherwise.

**Claim 1:**

First, and depending on the Examiner's interpretation of Houghton, the rejection of claim 1 should be withdrawn for at least the following reasons, many of which were also applicable to previously cited USP 5,527,303 to Milby.

At the outset, Applicants submit that the top sheet 22 (see Office Action at 6) of Houghton does not form a chassis, which Applicant defined as including form-fitting body coverage elements, such as front and rear body panels, and which can include, for example, pant-like or underwear type undergarments, or a diaper or like garment (Specification at 7, lines 15-30). The only component disclosed, expressly or inherently, in Houghton that can reasonably be considered the chassis is the wearer's undergarment (Col. 16, lines 55-67).

If the chassis of Houghton is the panty or undergarment (not shown) (see Office Action at 6), then the absorbent element is not connected to a "garment side surface" thereof as recited in claim 1, and as defined by the Examiner, i.e., the surface

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<sup>1</sup> Applicants note that they submitted USP 4,781,711 to Houghton with a Third Supplemental Information Disclosure Statement in April, 2003, almost two years prior to the mailing of the present Office Action. Likewise, at least claim 1 is in substantially the same form as it was in April, 2003. Accordingly, the Examiner's recent citation of Houghton in the Form PTO-892 (paper 20050301), and its application to the pending claims, appears to be duplicative and belated respectively. Applicants respectfully request that the Examiner set forth in any future Office Actions all applicable rejections in order to expedite the prosecution and avoid further piecemeal examination of this application. See MPEP 707.07(g).

opposite the surface most immediately adjacent the body. Rather, the element is *only* connected to the body side surface of the undergarment (Col. 6, lines 11-19 (“outer surface” of backsheet coated with adhesive so that it can be secured *in* the crotch portion of the undergarment); FIGS. 2 and 3). There is simply *no* connection of the absorbent element to the *garment side surface* of the panty or undergarment, whether *directly or indirectly*. Indeed, no portion of the element is even disposed on the *garment side* of the undergarment, let alone attached to a surface thereof, and it is nonsensical to assert that any portion of the article is even “indirectly” attached thereto.

On this point, Applicants note the Examiner’s recitation to the passage in Houghton disclosing that the invention therein “is also applicable to other disposable absorbent articles such as incontinent briefs, diapers, sanitary napkins and the like” (Col. 4, lines 57-63). However, there is absolutely no disclosure, *express or inherent*, in Houghton that the absorbent article would be attached to a *garment side* of a “chassis” formed by one of those articles. Indeed, Houghton is completely silent as to what aspect of the “invention” would be applicable to such articles, or how such aspects would be incorporated. Rather, Houghton discloses only that the absorbent element is secured to the *bodyside* surface of the only disclosed “chassis.”

Moreover, Applicants note that claims 16, 37 and 55-58 recite that the chassis comprises front and back panels, or front and rear body panels. There is no disclosure in Houghton of such a construction, or that the absorbent garment is secured to a garment side thereof – directly or indirectly as mentioned above. Again, the Examiner’s recitation to Col. 4, lines 57-62 of Houghton for the proposition that Houghton teaches panels, with the absorbent article secured to a garment side of a chassis formed thereby, by the mere recitation of an incontinent brief or diaper is purely speculative, and achieved only with hindsight analysis of Applicants’ invention. Indeed, as stated above, Houghton does not suggest, and indeed teaches against, securing the absorbent element to anything other than the *bodyside* of a chassis.

For all of these reasons, claim 1, and the claims depending therefrom, should be passed to allowance.

**Claim 32:**

Claim 32 recites “bonding said absorbent element with a primary bond to said *garment side surface* of said chassis at at least one primary bond region,” and further “bonding a first portion of said cover sheet to at least one of a second portion of said cover sheet and said garment side surface of said chassis with a secondary bond at at least one secondary bond region, wherein said secondary bond is weaker than said primary bond and wherein said first and second portions of said cover sheet are each formed on a first surface of said cover sheet, and wherein said absorbent material is disposed adjacent a second surface of said cover sheet opposite said first surface.” As explained above with respect to claim 1, Houghton fails to disclose or suggest these recitations and claim 32 should be passed to allowance for at least the reasons set forth herein.

**New Claims 59 and 60:**

New claims 59 and 60 recite that “no portion of said absorbent element is secured to any portion of said bodyside surface of said body chassis.” Under any of the Examiner’s interpretations of Houghton, at least a portion of the absorbent element is secured to at least a portion of the bodyside surface of the “body chassis,” regardless of whether the chassis is the disclosed undergarment, or even some undisclosed, hypothetical article. Indeed, the only disclosure in Houghton is of the chassis underlying the absorbent article, regardless of how such a chassis is formed, for example by a backsheet or topsheet.

**CONCLUSION:**

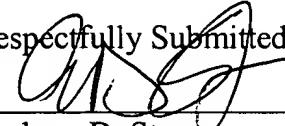
It is not believed that any additional claims fees are occasioned by this amendment. If for any reason this application is not considered to be in condition for allowance and an interview would be helpful to resolve any remaining issues, the

Examiner is respectfully requested to call the undersigned attorney at (312) 321-4713.

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By:

Respectfully Submitted,

  
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